



CITY OF COVINA

125 East College Street • Covina, California 91723-2199

NOTICE INVITING BIDS FOR LANDSCAPE AND GENERAL OUTSIDE MAINTENANCE SERVICES FOR CITY OWNED SITES

NOTICE IS HEREBY GIVEN that the City of Covina, California ("City") invites sealed bids for Landscape and General Outside Maintenance Services for City Owned Sites ("work"). The City will receive such bids in the Office of the City Clerk at 125 East College Street, Covina, California 91723, until **3:00 p.m. on November 16, 2022**, at which time all bids will be publicly opened and read aloud in the City Council Chambers at the above address.

All bids must be made on the form furnished by the City and submitted in a sealed package addressed to the City Clerk with the Project name – Landscape and General Outside Maintenance Services for City Owned Sites – typed or clearly printed on the package. Copies of the Specifications may be obtained in person for a non-refundable cost of \$10 from the Public Works Department, 125 East College Street, Covina, CA 91723, telephone no. (626) 384-5480. Copies of the Specifications can be mailed for an additional non-refundable fee of \$15 per set, or call for express delivery rates.

A mandatory pre-bid meeting will be held on **Tuesday, November 1, 2022**, beginning promptly at 10:00 a.m. The pre-bid meeting location is:

Covina City Hall – Council Chambers
125 East College Street, Covina, California 91723

Any bidder that does not attend the mandatory pre-bid conference, but submits a bid, will have their Bid deemed non-responsive.

Refer to the Specifications for complete details and bidding requirements. The Specifications and this Notice Inviting Bids (NIB) shall be considered a part of any contract made pursuant thereunder.

Published in the San Gabriel Valley Examiner
October 20, 2022 and October 27, 2022

FABIAN VELEZ
Deputy City Clerk

CONTACT INFORMATION

Direct questions or clarification requests regarding this NIB to:

Sandy Costandi, Senior Analyst, Environmental Services
Department of Public Works
125 East College Street, Covina, CA 91723
Email: scostandi@covinaca.gov

Bidders may not communicate about this NIB with the City's elected officials or staff (other than with Ms. Costandi), or any other individuals retained by the City to support this procurement. All questions and requests for clarification must be submitted in writing to Ms. Costandi by **5:00 p.m. local time on Monday, October 31, 2022**

Responses to questions submitted prior to the established question deadline will be released on or before Monday, November 7, 2022.

Bid opening time is **3:00 p.m., on Wednesday, November 16, 2022.**

Bids will be received and opened at the **Office of the City Clerk, 125 East College Street, Covina, CA 91723.**

The bid must be received by the City Clerk **prior** to the time set for bid opening. A bid received by the City Clerk after the time set for the bid opening will not be considered and will be returned unopened.

TABLE OF CONTENTS

NOTICE INVITING BIDS

SECTION I: INSTRUCTIONS TO BIDDERS	6
1.1 GENERAL INSTRUCTIONS.....	6
1.1.1 General Bid Requirements	6
1.1.2 Bidder Must Make Thorough Investigation.....	6
1.1.3 Acceptance of Conditions.....	6
1.1.4 Truth and Accuracy of Representation	7
1.1.5 City Changes to the Bid Documents	7
1.1.6 Notice Regarding Disclosure of Contents of Document.....	7
1.1.7 Award of Bid and Determination of Responsiveness.....	7
1.1.8 Errors and Omissions.....	8
1.1.9 Patent Fees; Patent, Copyright, Trade Secret and Trademark Fees	8
1.1.10 Taxes	8
1.2 GENERAL SPECIFICATIONS.....	8
1.2.1 Bid Proposal Quantities	8
1.2.2 Evaluation of Bid	8
1.2.3 Sample Contract	8
1.2.4 License and Permits.....	9
1.2.5 Substitution for Patented and Specified Articles	9
1.2.6 Bid Your Full Equal or Better	9
1.2.7 Insurance	9
1.2.8 Bidder Qualifications	10
1.3 COMPENSATION	10
1.3.1 Registration with the Department of Industrial Relations.....	10
1.3.2 Prevailing Wages	11
1.3.3 Invoicing	11
1.3.4 Compensation Escalation for Additional Contract Terms	13
1.3.5 Non-Performance of Services.....	14
1.3.6 Liquidated Damages	14
SECTION II: BIDDER'S PROPOSAL.....	16
2.1 BID COST SCHEDULE	16
2.2 INFORMATION REQUIRED OF BIDDER	19
2.3 REFERENCES	22
2.4 STATEMENT OF QUALIFICATIONS	26
2.5 RESUME OF PROJECT MANAGER/CONTRACTOR REPRESENTATIVE	26
2.6 DECLARATION OF NONCOLLUSION	26
2.7 ADDENDA ACKNOWLEDGEMENT	27

2.8	BIDDER’S CHECKLIST	28
SECTION III: CONTRACT OBJECTIVE		29
3.1	PROJECT SUMMARY	29
3.2	CONTRACT TERM.....	29
3.3	PERSONNEL.....	30
3.3.1	City Representative	30
3.3.2	City Responsibilities.....	31
3.3.3	Contractor Representative	31
3.3.4	Background Checks.....	32
3.4	AREA ASSIGNMENTS	32
3.5	SECURITY AND IDENTIFICATION	33
3.6	SOLICITING.....	34
3.7	LABOR ACTIVITY.....	34
3.8	CHANGES TO CONTRACT DOCUMENTS	34
3.9	CONTRACTOR’S ACCESS	35
3.10	DISCLOSURE OF INFORMATION	35
3.11	KEY CONTROL	35
3.12	PERFORMANCE OF THE SERVICES	36
3.13	CONTRACT DOCUMENTS.....	36
3.14	ADDITIONS AND ALTERATIONS	36
3.15	EXTRA WORK	36
SECTION IV: OPERATIONAL SPECIFICATIONS		37
4.1	WORKING DAY	37
4.2	VEHICLES AND EQUIPMENT	37
4.3	WORK AREA TRAFFIC CONTROL	37
4.4	INTERFERENCE WITH PUBLIC USE	38
4.5	NOISE CONTROL	38
4.6	STORM WATER POLLUTION PREVENTION	38
4.7	PROTECTION OF CITY PROPERTY.....	38
4.8	WEEKLY MAINTENANCE INSPECTION	39
4.9	ANNUAL GREEN WASTE REPORT	39
SECTION V: SCOPE OF WORK		40
5.1	OVERVIEW	40
5.2	LITTER AND DEBRIS REMOVAL	42
5.3	SWEEPING.....	42
5.4	GRAFFITI	42

5.5	USE OF CHEMICALS	43
5.6	TURF MOWING	43
5.7	TURF EDGING.....	44
5.8	TURF AERATION.....	44
5.9	OVERSEEDING	44
5.10	FERTILIZING TURF	44
5.11	FERTILIZING SHRUBS, GROUND COVERS, ROSES, AND FLOWER BEDS	44
5.12	TREE WELL MAINTENANCE.....	45
5.13	TREE MAINTENANCE	45
5.14	VINE MAINTENANCE	45
5.15	MAINTENANCE OF PLANTERS	45
5.16	MAINTENANCE OF MEDIANS	46
5.17	DETHATCHING	46
5.18	WEED CONTROL	46
5.19	MULCHING.....	46
5.20	PLANT AND TURF REPLACEMENT.....	46
5.21	PICNIC AREA MAINTENANCE.....	47
5.22	PARK TRASH CONTAINERS.....	47
5.23	DRINKING FOUNTAIN MAINTENANCE.....	47
5.24	SPORTS FIELDS.....	48
5.25	CITY HALL FEATURES	48
5.26	CITY-OWNED PARKING LOTS	48
5.27	WATER UTILITY FACILITIES	49
5.28	MISCELLANEOUS AREAS.....	49

SECTION I INSTRUCTIONS TO BIDDERS

1.1 GENERAL INSTRUCTIONS

1.1.1 GENERAL BID REQUIREMENTS. To be considered, a bidder must use the bid proposal format identified in Section II of this solicitation. Bids must be binding and firm. Any bid may be withdrawn before bid opening, but not for ninety (90) days after opening.

1.1.2 BIDDER MUST MAKE THOROUGH INVESTIGATION. It is the bidder's responsibility to examine the location(s) of the proposed work, to fully acquaint themselves with the specifications and the nature of the work to be done. The bidder shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of site conditions, or misunderstanding of the specifications or contract provisions. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed, and materials to be furnished.

1.1.3 ACCEPTANCE OF CONDITIONS. By submitting a bid, each bidder expressly agrees to and accepts the following conditions:

- 1) All parts of the Instructions to Bidders, Bidder's Proposal, Contract Objective, Operational Specifications, and Scope of Work will become part of the contract between the selected bidder and the City;
- 2) The City may require whatever evidence is deemed necessary relative to the bidder's financial stability and ability to complete this project;
- 3) The City reserves the right to request further information from the bidder, either in writing or orally, to establish any stated qualifications;
- 4) The City may solely judge the bidder's representations and solely determine whether the bidder is qualified to undertake the work pursuant to the criteria set forth in this solicitation. The bidder by submitting a bid proposal, expressly acknowledges and agrees that the judgement of the City as to whether or not the bidder is qualified to perform the work, shall be final, binding, and conclusive;
- 5) The City reserves the right to reject all bids, waive any irregularity in any of the bids, or cancel or delay the project at any time; and
- 6) This solicitation does not commit the City to award any contract, and the City is not liable for any costs incurred by a bidder in the preparation and submission of a bid proposal.

1.1.4 TRUTH AND ACCURACY OF REPRESENTATION. False, incomplete or unresponsive statements in connection with a bid proposal shall be sufficient cause for rejecting the bid proposal.

1.1.5 CITY CHANGES TO THE BID DOCUMENTS. The City reserves the right to change any part of this solicitation any time prior to the bid opening. Any changes shall be in the form of addenda and will become a part of the bid documents and of the contract. Addenda will be made available to each bidder on the City's website and any notices of issued addenda will be communicated by electronic mail to each potential bidder that has provided the City with an email address. A bidder's failure to address the requirements of the issued addenda may result in the bid proposal not being considered. If the City determines that a time extension is required for the bid proposal, the addenda will provide the new submission date.

1.1.6 NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT. All bids accepted by the City shall become the exclusive property of the City. Upon opening, all bids accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each bid proposal which are identified by the bidder as business or trade secrets and plainly marked as "trade secret", "confidential", or "proprietary." Each element that is a business or trade secret must be clearly marked as set forth above. Blanket statements (i.e., regarding entire pages, documents, or other non-specific designations) are insufficient and will not bind the City in any way whatsoever. If, despite the bidder's request for confidentiality, disclosure is required under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

1.1.7 AWARD OF BID AND DETERMINATION OF RESPONSIVENESS. The contract shall be awarded to the lowest responsive and responsible bidder. In determining whether a bidder is responsible and responsive, the following shall be considered:

- 1) The quality of the service offered;
- 2) The ability, capability and skill of the bidder to perform the contract or provide the services;
- 3) Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- 4) The sufficiency of the bidder's financial resources and the effect thereof on its ability to perform the contract or work;
- 5) The character, integrity, reputation, judgment, experience and efficiency of the bidder;

- 6) The quality and timeliness of the bidder's performance on previous orders or contracts for the City;
- 7) Litigation by the bidder on previous orders or contracts with the City; and
- 8) The ability of the bidder to perform future work where such work is essential.

1.1.8 ERRORS AND OMISSIONS. Bidders shall not be allowed to take advantage of any errors or omissions in this solicitation. Full instructions will be given if such error or omission is discovered and timely called to the City's attention.

1.1.9 PATENT FEES; PATENT, COPYRIGHT, TRADE SECRET, AND TRADEMARK FEES. Each bidder shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

1.1.10 TAXES. Except as may be otherwise specifically provided in this solicitation, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the successful bidder (the "Contractor") in performing the work must be paid by the Contractor. Each bidder must calculate payment for all sales, unemployment, pension and other taxes imposed by Federal, state and local law and include these payments in computing the bid proposal.

1.2 GENERAL SPECIFICATION

1.2.1 BID PROPOSAL QUANTITIES. The quantities (square feet, acres, etc.) contained in the bid documents are approximate only and are for the sole purpose of comparing bids. The City will only pay for hours and work performed. The City may, in accordance with the Specifications, order more or less work or services as necessary at the City's sole discretion, as increased or decreased by the item price noted and payment will be made for the amount of work or materials actually provided as determined by the City and accepted at the item prices noted in the bid proposal.

1.2.2 EVALUATION OF BID. Bids will be evaluated based on the lowest grand total annual cost submitted in the bidders' proposal, for Items 1 through 45 on pages 16 and 17. The contract will be awarded to the lowest responsive and responsible bidder. In the event of a discrepancy between the sum of the item costs for Items 1 through 45 and the written grand total costs, the sum of the annual costs for Items 1 through 45 shall prevail. The written grand total annual cost will be subject to correction by the City to reflect the actual sum of the annual costs for Items 1 through 45 in the event of a discrepancy and a contract is awarded.

1.2.3 SAMPLE CONTRACT. A sample of the Agreement for Landscape and General Outside Maintenance Services for City Owned Sites that the successful bidder will be required to enter into with the City may be requested from the City.

1.2.4 LICENSE AND PERMITS. The Contractor shall obtain and pay for any required business license under Title 5 of the Covina Municipal Code. For further information regarding business licenses, call (626) 384-5506, or visit the Finance Department, Covina City Hall, 125 East College Street, Covina, CA, 91723, Monday to Thursday between 7:00 AM and 6:00 PM.

The Contractor must also possess any and all contractor's licenses, in form and class as required by all applicable laws with respect to all of the work to be performed under this contract. This includes, but is not limited to, a Class C-27 License (Landscape Contractor) in accordance with the provisions of the Contractor's License Law (California Business and Professions Code, Section 7000, et. seq.) and rules and regulations adopted pursuant thereto at the time this contract is awarded. The Contractor's crew must possess worker's certification in lane closure and traffic control plans.

1.2.5 SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES. Wherever this solicitation specifies any material or process by patent or proprietary name, or by name of manufacturer, such specification is only for the purpose of describing the material or process desired and shall be deemed to be followed by the words "and/or approved equivalent." Any bidder may offer in the proposal any material or process that is equivalent in every respect to the material or process specified. This statement of alternate unit shall clearly describe the material or process for which the substitution is proposed and shall provide technical data establishing equivalency.

1.2.6 BID YOUR FULL EQUAL OR BETTER. Materials and equipment furnished shall be new, complete, ready-for-use and of the latest model, must not be used in demonstration or other services and have all the usual equipment as shown by manufacturer's current specifications and catalogs unless otherwise specified.

1.2.7 INSURANCE. The following list is an outline of insurance and limits the Contractor shall carry during the term of this contract and any extensions thereof:

Coverage	Required If Marked	Combined Single Limits
1. Automobile Liability	X	\$2,000,000
2. Commercial General Liability	X	\$2,000,000 per occurrence \$2,000,000 aggregate
3. Errors & Omissions/Professional Liab.	X	\$2,000,000
4. Workers' Compensation	X	\$1,000,000

Note: "The City of Covina, its City Council members, officials, officers, employees, agents, and volunteers" will need to be listed as additionally insured on an Additionally Insured Endorsement Form for the Automobile Liability Insurance and Commercial General Liability Insurance. The Contractor must also provide an Automobile Liability Insurance and Commercial General Liability

Insurance Waiver of Subrogation endorsement to the City. Contractor must provide a Workers' Compensation coverage Waiver of Subrogation endorsement to the City. The City will not accept blanket endorsements.

Prior to execution of the contract, the Contractor shall provide the City with evidence of the above insurance coverage on forms satisfactory to the City's Risk Manager. Specific insurance information is included in the attached sample Agreement for Landscape and General Outside Maintenance Services for City Owned Sites. The required insurance must be kept in full force and effect during the entire contract period and any extension thereof, and renewed as required by each policy expiration date along with revised endorsements accordingly.

The Certificate of Insurance must provide that in the event of cancellation or material change in any of the required coverage, the insurer shall give the City thirty (30) calendar days advance written notice. The certificate shall not contain "best effort" modifiers or in any way relieve the insurer of responsibility to give this notice.

The Certificate of Insurance must also state that the coverage provided in it is primary, and that the insurer waives any right of contribution with insurance that may be available to the City.

In lieu of evidence of the Workers' Compensation insurance policy, the Contractor may furnish satisfactory evidence that it has secured from the Director of Industrial Relations of California a certificate of consent to self-insure. If Workers' Compensation coverage is provided through a permissibly self-insured program, the Contractor will provide written confirmation through a program endorsement waiving the right of subrogation against the City, prior to the commencement of any work under this contract.

1.2.8 BIDDER QUALIFICATIONS. The Contractor must have a minimum of ten (10) years of experience providing maintenance services of comparable scope to municipalities (cities). Each bidder shall submit a minimum of four (4) reference forms (see Section 2.3) for projects that the bidder is currently working on or has worked on in the past ten (10) years.

Bidder shall submit a resume for the Contract Representative as required in Section 2.5 RESUME OF PROJECT MANAGER/CONTRACTOR REPRESENTATIVE. Failure to submit proof of experience will deem the bid non-responsive.

1.3 COMPENSATION

1.3.1 REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS. This project is subject to the requirements of SB 854. No prime contractor or subcontractor may be listed on a bid proposal for a public works project unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No prime contractor or subcontractor may be awarded a contract for public work on a public works project unless registered and qualified with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The bid proposal must include a print out from the DIR registration website showing that the prime

contractor and each subcontractor is currently registered and qualified. No bid proposals will be accepted nor any contract entered into with a prime contractor without proof of registration as required above. [Unless within the limited exceptions from this requirement for bid proposals only under Labor Code Section 1771.1(a)].

1.3.2 PREVAILING WAGES. In accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work”. The successful Contractor and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

1.3.3 INVOICING. Payment will be made to the Contractor after approval of each monthly invoice, based upon satisfactory completion of the contracted services. The price for all services rendered shall not exceed the maximum amount shown on the Bid Cost Schedule for these services, unless changes in the services provided are made and approved in advance by the City. The City may increase and decrease the work as it sees fit. Invoices shall include a separate line item for each of the maintenance areas listed in the table on the following pages:

Maintenance Areas	
Item No.	Site
Landscape District Zone 1	
1	Jalapa Park – Village Oaks Drive & Garvey Avenue North
2	Three Oaks Park – Center Court Drive & Village Oaks Drive
Landscape District Zone 2	
3	Entrances to Arrow Grand Circle off of Arrow Highway
4	North side of Cienega Street, between Grand Avenue and Barranca Avenue
Landscape District Zone 5	
5	Parkways on Azusa Avenue between Arrow Highway and Badillo Street
Landscape District Zone 6	
6	Parkways surrounding Dalton Place Development – Banna Avenue/Clover Place/Kidder Avenue
Landscape District Zone 7	
7	Citrus Avenue Street Medians - Between Covina Blvd. and Tudor Street
Landscape District Zone 13 (future)	
8	Parkways surrounding Covina Bowl Development – 1060 West San Bernardino Road
Landscape District Zone 14 (future)	
9	Parkways surrounding Zest Development – 707 North Barranca Avenue
City Parks	
10	Banna Park – Banna Avenue and Cypress Street
11	Cougar Park – 150 West Puente Street
12	Covina Park – 301 North Fourth Avenue
13	Edna Park – 220 West Edna Place
14	Heritage Plaza Park – 400 North Citrus Avenue
15	Hollenbeck Park – 1250 North Hollenbeck Avenue
16	Kelby Park – 815 North Barranca Avenue
17	Wingate Park – 735 North Glendora Avenue
City Facilities	
18	City Hall Grounds – 125 East College Street
19	Covina Public Library – 234 North Second Avenue
20	Police Station – 444 North Citrus Avenue
Sports Field	
21	Heyler Baseball Field – 1100 East Badillo Street
Parking Facilities	
22	Metrolink Rail Station & Lot – 600 North Citrus Avenue
23	Metrolink Parking Structure – 559 North Citrus Avenue
Water Utility Facilities	
24	Grand Avenue Pump Station – Grand Avenue & East Hurst Street
25	Holt Avenue Pump Station – 1401 East Holt Avenue
26	Charter Oak Water Reservoir – 701 North Sunflower Avenue
27	Cypress Water Reservoir – 1051 East Cypress Street

28	Forestdale Reservoir – 285 North Forestdale Avenue
29	Rancho La Merced Reservoir – 2081 Rancho La Merced Drive
30	Rancho Simi Reservoir – 502 Rancho Simi Drive
31	Roycove Water Reservoir – 3001 North Roycove Drive
Medians and Traffic Islands	
32	Badillo Street – Lark Ellen Avenue to Sunflower Avenue (center median, frontage road medians, and tree wells)
33	Grand Avenue – Southern City Limit to Arrow Highway
34	Azusa Avenue – Grovecenter Street to Arrow Highway
35	Rowland Avenue – Western City Limit to Citrus Street
36	Citrus Avenue – From RR Tracks to Cypress Street
37	Vincent Avenue – San Bernardino Road to Badillo Street
38	Workman Street – Barranca Avenue to Dead End on East Side
39	Glendora Avenue/Wannamaker Drive Island
Miscellaneous Areas	
40	Banna Wash – Glendora Avenue to Cypress Street/Bonnie Cove (trim access road landscape)
41	Covina Hills Road – Grand Avenue to Heffner Hill Road (trim roadside landscape)
42	Puente Street – Eastern City Limit to 1901 Puente Street (trim roadside landscape)
43	Reeder Avenue – Old Badillo Street to Puente Street (trim roadside landscape)
44	Rancho Grande Drive – East 1900 Block (trim roadside hedge)
45	Wannamaker Drive/Dodsworth Avenue (trim dead end landscape)

Properly documented and substantiated invoices shall be payable net-thirty (30). Those invoices not acceptable to the City shall be returned to the Contractor for correction and subsequent resubmittal for payment.

Invoices shall include weekly statements of labor hours as shown below. The Contractor shall submit, with their invoices, certified time records for verification of the weekly statements.

WEEKLY STATEMENT, FOR WEEK ENDING: _____							
Employee/Shift/ Area Assignment	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Total Hours							

1.3.4 COMPENSATION ESCALATION FOR ADDITIONAL CONTRACT TERMS. During the first three (3) years of the contract, no changes to monthly costs may occur. In the event the City elects to exercise any of its options to renew this contract beyond the initial three-year term, the rates for items in the Bid Cost Schedule of the bidder's proposal may be adjusted for each one-year renewal term. Not later than three (3) months prior to the expiration of the three-year term, and any subsequent contract renewal term, the Contractor may request item price increases that shall not exceed the percentage change in the Los Angeles-Orange-

Riverside Consumer Price Index (CPI) for the most recent twelve (12) month period of July to July. There shall be no other increase made to the contract amount for additional expenses incurred by the Contractor in the event of wage or salary increases for any reason other than the aforementioned CPI increase. Upon the City's and Contractor's approval, any increases will be effective at the beginning of the renewal period term. If Contractor fails to request item price increases at least three (3) months prior to the expiration of any contract term, pricing will remain unchanged for the subsequent contract term.

1.3.5 NON-PERFORMANCE OF SERVICES FOR LANDSCAPE AND GENERAL OUTSIDE MAINTENANCE SERVICES FOR CITY OWNED SITES. In the event of non-performance of services by the Contractor, the City shall have the right to exercise one of the following options:

- 1) The Contractor shall correct such item of non-performance within twenty-four (24) hours upon notification by the City, and the City shall make no deductions for such item of non-performance;
- 2) The City shall correct the item of non-performance by using another contractor, or by any means it deems necessary and reasonable. Direct cost incurred by the City for the correction of the item of non-performance including a reasonable amount for the cost of the time of the employees of the City involved in such correction shall be deducted from payments made to the Contractor; and
- 3) The City shall allow the non-performance to remain uncorrected and shall make a deduction from payments to the Contractor in accordance with the following paragraphs in this section.

1.3.6 LIQUIDATED DAMAGES FOR LANDSCAPE AND GENERAL OUTSIDE MAINTENANCE SERVICES FOR CITY OWNED SITES. Time is of the essence with respect to the performance of Contractor's services. The City may assess liquidated damages as described herein, as failure to perform the services according to the specifications may result in the deterioration of maintained areas. Repeated instances of non-performance by the Contractor may result in a verbal warning from the City. After two verbal warnings, a written warning will be given. In the event the non-performance continues, additional written warnings will be issued. If the Contractor receives three written warnings within a three-month period, the City will assess \$10,000 in liquidated damages*. Each subsequent written warning will carry a cost for liquidated damages* in the amount of \$10,000 per offense. The dollar amount assessed for liquidated damages* will be subtracted from the amount due on the invoice immediately following written notification of non-performance. Warnings will be assessed over the entire contract regardless of the location of non-performance. Continued incidences of non-performance may result in the contract being cancelled by the City. Examples of non-performance of park, public facility, and median maintenance include, but are not limited to:

- 1) Failure to submit weekly maintenance inspection checklists in a timely manner;
- 2) The Contractor's employees not wearing uniforms with identification while

providing maintenance services on City property;

- 3) Concluding the work day without removing equipment and debris from the work area;
- 4) Loss of a building key, or entry card, or any other entry device;
- 5) Unauthorized use of City property; and
- 6) Negligence that cause damage to City property.

Such incidents of non-performance will be considered unresponsive and unacceptable.

*Execution of the contract shall constitute agreement by the City of Covina and the Contractor that this represents the minimum value of the costs and actual damage caused by the failure of the Contractor to meet performance requirements. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due to Contractor if such non-performance occurs.

SECTION II BIDDER'S PROPOSAL

2.1 BID COST SCHEDULE

Complete and submit this Section 2.1 BID COST SCHEDULE along with bid proposal. For the estimated geographic size of each site, refer to the table contained in Section 5.1.

Maintenance Areas			
Item No.	Site	Monthly Cost	Annual Cost
Landscape District Zone 1			
1	Jalapa Park – Village Oaks Drive & Garvey Avenue North	\$	\$
2	Three Oaks Park – Center Court Drive & Village Oaks Drive	\$	\$
Landscape District Zone 2			
3	Entrances to Arrow Grand Circle off of Arrow Highway	\$	\$
4	North side of Cienega Street, between Grand Avenue and Barranca Avenue	\$	\$
Landscape District Zone 5			
5	Parkways on Azusa Avenue between Arrow Highway and Badillo Street	\$	\$
Landscape District Zone 6			
6	Parkways surrounding Dalton Place Development – Banna Avenue/Clover Place/Kidder Avenue	\$	\$
Landscape District Zone 7			
7	Citrus Avenue Street Medians - Between Covina Blvd. and Tudor Street	\$	\$
Landscape District Zone 13 (future)			
8	Parkways surrounding Covina Bowl Development – 1060 West San Bernardino Road	\$	\$
Landscape District Zone 14 (future)			
9	Parkways surrounding Zest Development – 707 North Barranca Avenue	\$	\$
City Parks			
10	Banna Park – Banna Avenue and Cypress Street	\$	\$
11	Cougar Park – 150 West Puente Street	\$	\$
12	Covina Park – 301 North Fourth Avenue	\$	\$
13	Edna Park – 220 West Edna Place	\$	\$
14	Heritage Plaza Park – 400 North Citrus Avenue	\$	\$
15	Hollenbeck Park – 1250 North Hollenbeck Avenue	\$	\$
16	Kelby Park – 815 North Barranca Avenue	\$	\$
17	Wingate Park – 735 North Glendora Avenue	\$	\$
City Facilities			
18	City Hall Grounds – 125 East College Street	\$	\$

19	Covina Public Library – 234 North Second Avenue	\$	\$
20	Police Station – 444 North Citrus Avenue	\$	\$
Sports Field			
21	Heyler Baseball Field – 1100 East Badillo Street	\$	\$
Parking Facilities			
22	Metrolink Rail Station & Lot – 600 North Citrus Avenue	\$	\$
23	Metrolink Parking Structure – 559 North Citrus Avenue	\$	\$
Water Utility Facilities			
24	Grand Avenue Pump Station – Grand Avenue & East Hurst Street	\$	\$
25	Holt Avenue Pump Station – 1401 East Holt Avenue	\$	\$
26	Charter Oak Water Reservoir – 701 North Sunflower Avenue	\$	\$
27	Cypress Water Reservoir – 1051 East Cypress Street	\$	\$
28	Forestdale Reservoir – 285 North Forestdale Avenue	\$	\$
29	Rancho La Merced Reservoir – 2081 Rancho La Merced Drive	\$	\$
30	Rancho Simi Reservoir – 502 Rancho Simi Drive	\$	\$
31	Roycove Water Reservoir – 3001 North Roycove Drive	\$	\$
Medians and Traffic Islands			
32	Badillo Street – Lark Ellen Avenue to Sunflower Avenue (center median, frontage road medians, and tree wells)	\$	\$
33	Grand Avenue – Southern City Limit to Arrow Highway	\$	\$
34	Azusa Avenue – Grovecenter Street to Arrow Highway	\$	\$
35	Rowland Avenue – Western City Limit to Citrus Street	\$	\$
36	Citrus Avenue – From RR Tracks to Cypress Street	\$	\$
37	Vincent Avenue – San Bernardino Road to Badillo Street	\$	\$
38	Workman Street – Barranca Avenue to Dead End on East Side	\$	\$
39	Glendora Avenue/Wannamaker Drive Island	\$	\$
Miscellaneous Areas			
40	Banna Wash – Glendora Avenue to Cypress Street/Bonnie Cove (trim access road landscape; 2x/yr)	NA	\$
41	Covina Hills Road – Grand Avenue to Heffner Hill Road (trim roadside landscape; 2x/yr)	NA	\$
42	Puente Street – Eastern City Limit to 1901 Puente Street (trim roadside landscape; 2x/yr)	NA	\$
43	Reeder Avenue – Old Badillo Street to Puente Street (trim roadside landscape; 2x/yr)	NA	\$
44	Rancho Grande Drive – East 1900 Block (trim roadside hedge; 2x/yr)	NA	\$
45	Wannamaker Drive/Dodsworth Avenue (trim dead end landscape; 2x/yr)	NA	\$
Total Cost		\$	\$

Cost Schedule for Extra Work (Extra Work shall be performed in accordance with Section 3.15 of this bid)	
Per square foot cost for additional areas	\$
Hourly cost for additional labor	\$
Per tree cost for planting 24" box with root barrier and irrigation	\$
Per tree cost for planting 36" box with root barrier and irrigation	\$
Per tree cost for removal and stump grinding	\$

Bidder's Company Name: _____

The above named bidder having examined the bid documents and having examined the sites identified and the conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, and equipment necessary to successfully perform the work as required by the bid document.

2.2 INFORMATION REQUIRED OF BIDDER

Complete, notarize, and submit this Section 2.2 INFORMATION REQUIRED OF BIDDER along with bid. All fields are required. Attach additional sheets if necessary.

- (1) Bidder's Company Name: _____
- (2) If the bidder's name is a fictitious name, who or what is the full name of the registered owner? If the bidder's name is not a fictitious name, write "N/A" in the response to this question. If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement.

- (3) Business Address: _____
- (4) Telephone: _____ Facsimile: _____
- (5) Type of firm - Individual, Partnership, LLC or Corporation: _____
- (6) Corporation organized under the laws of the State of: _____
- (7) California State Contractor's License Number and Class: _____
Original Date Issued: _____ Expiration Date: _____
- (8) DIR Contractor Registration Number: _____
- (9) List the name and title of the person(s) who attended the mandatory pre-bid meeting for your firm: _____
- (10) Number of years of experience the bidder has as a contractor in maintenance services work: _____
- (11) List the names, titles, addresses and telephone numbers of all individuals, firm members, partners, joint venturers, and company or corporate officers having a principal interest in this bid proposal:

- (12) List all current and prior D.B.A.'s, aliases, and fictitious business names for any principal having interest in this bid:

- (13) List the dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this bid:

- (14) For all arbitrations, lawsuits, settlements and the like (in or out of court) that the company or any principal having an interest in this bid has been involved with in the past five (5) years:

- a. List the names, addresses and telephone numbers of contact persons for the parties:

- b. Briefly summarize the parties' claims and defenses:

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

- (15) Has the company or any principal having an interest in this bid ever had a contract terminated by an owner or agency? If yes, explain.

- (16) Has the company or any principal having an interest in this bid ever failed to complete a project? If yes, explain.

- (17) Has the company or any principal having an interest in this bid ever been terminated for cause, even if it was converted to a “termination of convenience”? If yes, explain.

- (18) For projects that the company or any principal having an interest in this bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? ☐ Yes ☐ No
- b. By the owner against you? ☐ Yes ☐ No
- c. By any outside agency or individual for labor compliance? ☐ Yes ☐ No
- d. By Subcontractors? ☐ Yes ☐ No
- e. Are any of these claims or actions unresolved or outstanding? ☐ Yes ☐ No

If your answer is “yes” to any part or parts of this question, please explain.

- (19) List the last three (3) projects you have worked on or are currently working on for the City of Covina, if any:

Upon request of the City, the bidder shall furnish evidence showing a notarized financial statement, financial data, experience, or other additional information.

Failure to provide truthful answers to the questions above or in the following References Form may result in the bid being deemed non-responsive.

The bidder certifies under penalty of perjury under the laws of the State of California that the information provided above is true and correct.

Notary Public

Company

Subscribed and sworn to me _____

Signature: _____

Title: _____

Signature: _____

Date: _____

This _____ day of _____, 20_____

Title: _____

Signature: _____ (SEAL)

2.3 REFERENCES

Provide a minimum of four (4) references for projects that you are currently working on or have worked on in the past ten (10) years. Submit this Section 2.3 REFERENCES along with bid:

Reference No. 1	
Description of Services Provided:	
Agency:	
Contact Person (name/title):	
Address:	
Phone Number:	
Email Address:	
Approximate Dates:	From: To:
Contract Amount:	Original: Final:
If final contract amount is different from original amount, please explain the reason (change order, extra work was authorized, etc.):	
Did you or any Subcontractor file any claims against the Agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did the Agency file any claims against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes to either of the above two questions, please explain and indicate outcome of claims:	

Reference No. 2	
Description of Services Provided:	
Agency:	
Contact Person (name/title):	
Address:	
Phone Number:	
Email Address:	
Approximate Dates:	From: To:
Contract Amount:	Original: Final:
If final contract amount is different from original amount, please explain the reason (change order, extra work was authorized, etc.):	
Did you or any Subcontractor file any claims against the Agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did the Agency file any claims against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes to either of the above two questions, please explain and indicate outcome of claims:	

Reference No. 3	
Description of Services Provided:	
Agency:	
Contact Person (name/title):	
Address:	
Phone Number:	
Email Address:	
Approximate Dates:	From: To:
Contract Amount:	Original: Final:
If final contract amount is different from original amount, please explain the reason (change order, extra work was authorized, etc.):	
Did you or any Subcontractor file any claims against the Agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did the Agency file any claims against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes to either of the above two questions, please explain and indicate outcome of claims:	

Reference No. 4	
Description of Services Provided:	
Agency:	
Contact Person (name/title):	
Address:	
Phone Number:	
Email Address:	
Approximate Dates:	From: To:
Contract Amount:	Original: Final:
If final contract amount is different from original amount, please explain the reason (change order, extra work was authorized, etc.):	
Did you or any Subcontractor file any claims against the Agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Did the Agency file any claims against you?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If you answered yes to either of the above two questions, please explain and indicate outcome of claims:	

2.4 STATEMENT OF QUALIFICATIONS

Attach to this bid a statement of qualifications, of no more than five (5) single sides of a page. Describe the firm's qualifications to perform the work described in this solicitation. Present evidence that the firm has regularly engaged in performing comparable landscape and general maintenance services as those proposed to the City.

2.5 RESUME OF PROJECT MANAGER/CONTRACTOR REPRESENTATIVE

Attach to this bid the resume of the person who will be designated as the Project Manager/Contractor Representative.

2.6 DECLARATION OF NONCOLLUSION

Complete, notarize, and submit this Section 2.6 DECLARATION OF NONCOLLUSION along with bid (Public Contract Code Section 7106):

The undersigned declares:

I am the _____ of _____,
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],
at _____ [city], _____ [state].

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: : _____

2.7 ADDENDA ACKNOWLEDGEMENT

Complete and submit this Section 2.7 ADDENDA ACKNOWLEDGEMENT along with bid:

Bidder's Company Name: _____

In the table below, the bidder shall list and shall signify receipt of all Addenda issued by the City, if any:

Addendum Number	Date Received	Signature

If there are more Addenda than there is room in the chart above, attached a separate page acknowledging receipt of the Addenda.

2.8 BIDDER'S CHECKLIST

TO THE BIDDER:

The following checklist is provided for the convenience of both you and the City and to help eliminate errors and omissions which may render the bid unacceptable. Please check all boxes to indicate that each listed document has been included with your bid. Submit this Section 2.8 BIDDER'S CHECKLIST along with your bid proposal. Bids must include but need not be limited to the following information:

1. ☐ **BID COST SCHEDULE**
2. ☐ **INFORMATION REQUIRED OF BIDDER** (requires notary)
3. ☐ **REFERENCES**
4. ☐ **STATEMENT OF QUALIFICATIONS**
5. ☐ **RESUME OF PROJECT MANAGER/CONTRACTOR REPRESENTATIVE**
6. ☐ **DECLARATION OF NONCOLLUSION** (requires notary)
7. ☐ **ADDENDA ACKNOWLEDGEMENT**
8. ☐ **BIDDER'S CHECKLIST**

Bids are to be signed and submitted in triplicate (one original and two copies). If your bid does not include all of the above items, it will be deemed non-responsive.

Mail or deliver bids to the address listed below before 3:00 PM on the day listed in the Notice Inviting bids:

**City of Covina
Office of the City Clerk
125 East College Street
Covina, CA 91723
Hours: Monday through Thursday, 7:00 a.m. to 6:00 p.m.**

SECTION III CONTRACT OBJECTIVE

3.1 PROJECT SUMMARY

Upon completion of the selection process, a contract will be offered to the lowest responsive and responsible bidder that will provide comprehensive maintenance services for City parks, City facilities, and street medians owned by the City of Covina.

The properties contained in this contract include eight (8) public parks totaling approximately 50 acres; three (3) City facilities; eight (8) water utility facilities; five (7) landscape district zones; two (2) parking facilities; one (1) sports field; a network of street medians and traffic islands with an approximate sum of 303,000 square feet; and four (6) miscellaneous areas. For the duration of the contract, all properties are expected to remain well-maintained and aesthetically pleasing to the highest standard.

The Contractor shall furnish all necessary tools, equipment, supplies, chemicals, labor, supervision, management, and means of transportation, to provide maintenance services as described herein. Contract work will generally consist of litter and debris removal and general landscape maintenance. The City is seeking complete, continuous, and consistent maintenance of turf, hardscapes, groundcover, shrubs, tracks, and trails, as well as pesticide applications.

When working in roadways, the Contractor is expected to control the movement of equipment, personnel, and supplies between vehicles and the median and traffic islands. The Contractor shall implement all approved methods of lane closure and traffic control so as not to create any safety hazard or obstruction of vehicular traffic on the roadway. Required warning devices shall be used to warn approaching motorists of workers and equipment working on and around the medians and traffic islands. All workers operating in the public-right-of-way shall wear all required safety personal protective equipment (PPE) and safety vests.

During, and at the conclusion of the contract term, all plant material shall be healthy in appearance and in satisfactory growing condition. All sites shall be maintained per the frequencies and specifications requested by the City. Additional miscellaneous landscape maintenance work may be assigned on an as-needed basis at the discretion of the City. Such work shall be considered additional maintenance, or "Extra Work," and shall be compensated in accordance with Section 3.15.

3.2 CONTRACT TERM

The term of the awarded contract will be three (3) years, with an option to renew for two (2) additional one-year terms, upon the City Council's and the Contractor's approval, subject to the City Council's approval of the renewal rates, terms, and conditions.

3.3 PERSONNEL

3.3.1 CITY REPRESENTATIVE. The City shall designate an employee of the City as the City Representative who shall act on behalf of the City with respect to all aspects of this contract. The City shall designate the City Representative in writing within ten (10) calendar days after the execution of this contract and shall promptly notify the Contractor in writing if the City Representative is changed.

The administration of this contract is vested wholly in the City Representative. The City Representative shall have day-to-day authority to require the Contractor to comply with all provisions of this contract.

The City Representative does not have the authority to adjust the compensation, to amend the contract, to waive any provision of the contract, to approve invoices in excess of the contract amount, or to increase the contract non-to-exceed amount.

The Contractor shall provide the City Representative free and easy access to inspect and measure the manner and progress of the services at all times and to inspect the types and quantities of tools, equipment, chemicals, supplies, and all other materials used in the performance of the services. It is agreed that such inspection and measurement is not for the purpose of controlling or directing the services or employees of the Contractor, but to assure that all services meet the requirements of the contract.

The City Representative shall decide any and all questions which may arise as to conformance of and acceptability of tools, equipment, chemicals, supplies, and all other materials and methods and procedures used in the performance of the work with regard to the requirements include herein. The City Representative shall decide all questions that may arise as to the interpretation of the Contract Documents relative to the work and the fulfillment of the contract on the part of the Contractor.

The City Representative will determine the amount and quality of the several kinds of work performed and materials furnished that are to be paid for under this contract.

The City Representative may require the Contractor to make temporary changes in the assignment of routine work, tasks, and task frequencies if such changes do not affect the item prices contained in the Bid Cost Schedule of the bidder's proposal. Such temporary changes shall not affect the amount of payment to the Contractor.

The City Representative may demand full conformance with the terms and conditions of the contract by the Contractor and the Contractor's employees. The Contractor must respond to any complaints made or concerns expressed by the City Representative pertaining to its employees' performance under the contract and to take appropriate action to remedy any such complaints or concerns regarding the Contractor's employees in a timely manner. The City Representative may take appropriate corrective action up to and including removal of the

Contractor's employees from a work area in the event that the Contractor Representative is not available to take the appropriate action him or herself until such time as the Contractor is available to, and does remedy the concern or complaint regarding the Contractor's employee(s).

The City Representative may designate one or more City employees to monitor and inspect the performance and progress of the services provided under this contract.

The City Representative will not, in any instance, act as the Contractor's foreman or supervisor or interfere with the Contractor in the supervision or direction of the Contractor's employees, unless the Contractor Representative, or his or her designee, is not available, then the City Representative may take appropriate action as outlined in this Section 3.3.1.

The Contractor may not construe any advice provided to it by the City Representative as in any way binding upon the City or releasing the Contractor from fulfilling the provisions of the contract.

3.3.2 CITY RESPONSIBILITIES. The City will have the following responsibilities with respect to the contract:

- 1) Provide guidelines for landscape and general outside maintenance services for City owned sites;
- 2) Conduct regular periodic review to ensure Contractor's adherence to the contract and the Specifications and continued ability to responsibly perform the contract work;
- 3) Prepare a Contract Discrepancy Report to identify the Contractor's specific failures to meet contract requirements, if failures are identified; and
- 4) Provide access to work areas, if necessary.

3.3.3 CONTRACTOR REPRESENTATIVE. The Contractor must designate a Contract Representative, acceptable to the City Representative. The Contract Representative must be authorized by the Contractor to act on the Contractor's behalf at all times, and carry out the provisions of this contract.

The Contractor's Representative must conduct a sufficient number of inspections to guarantee the work is being performed according to the terms of the contract.

The Contractor Representative shall ensure that an adequate number of trained and qualified personnel capable of accomplishing the scope of services are assigned to the City.

The Contractor Representative shall be on-call at all times for emergencies and must be able to respond immediately and/or call immediately. The Contractor Representative must be able to report within one (1) hour to any of the locations covered by this contract, during the City's regular business hours. The Contractor Representative shall make himself or herself available to the City Representative to discuss performance of the work or other provisions of the contract in person or by telephone at any time during the City's regular business hours.

The Contract Representative shall be adequately trained on compliance of all applicable OSHA and other Federal, State, and Local laws and regulations regarding matters that may be encountered in the performance of the services.

The Contractor must provide adequate secretarial, clerical, and record keeping support both on-site and off-site to eliminate the need for the Contract Representative to personally prepare payroll, daily, weekly, and monthly statements and invoices, and/or to personally perform other clerical and record keeping activities.

Contractor shall have a responsible field supervisor on the job at all times when work is in progress. This supervisor shall have the authority to make decisions as the work progresses.

3.3.4 BACKGROUND CHECKS. Contractor shall perform and submit certifications of background checks on all employees providing onsite maintenance services on City property. Certifications shall be submitted to the City Representative within thirty (30) days of contract award, and with thirty (30) days of hiring new employees. Background checks shall include Live Scan (fingerprinting). No employee shall operate on City property if the employee has a felony conviction history or has been convicted for crimes of moral turpitude.

The City shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the Work. The Contractor shall furnish in writing such information to the extent allowed by law within thirty (30) calendar days after receipt of written request from the City Representative. The City reserves the right to conduct its own investigation of any employee of the Contractor

3.4 AREA ASSIGNMENTS

The Contractor shall assign its employees to areas of work for performance of Landscape and General Outside Maintenance Services as needed to successfully accomplish the services.

The Contractor shall ensure that each employee is in their assigned area or station, properly equipped, uniformed and ready to begin work at the beginning of the work shift and will remain in their work area during the entire work shift except for the break periods described below.

All employees of the Contractor performing the work specified in the contract must be paid by the Contractor and take for each four hours worked, a break of fifteen minutes from the time of

discontinuing performance of the work until the time of resuming work. Such break times will take place at times scheduled by the Contractor and approved by the City Representative.

3.5 SECURITY AND IDENTIFICATION

The Contractor shall take all measures necessary to comply and to ensure the employees of the Contractor comply with the rules and regulations of the City and all applicable federal, State and local rules, laws and regulations. Contractor's personnel shall wear and maintain presentable uniforms complete with nametag, photo identification, and company logo.

The Contractor shall ensure that employees serving hereunder, shall not use controlled substances not prescribed for them, nor illegal substances on the City's premises or during work hours, or in any manner when to do so would in any way affect the performance of the services, and shall not use alcohol on the City's premises nor preceding their work shift when to do so would in any way affect the performance of the services.

The Contractor is responsible to ensure that all of its employees performing hereunder are competent, orderly, and professional at all times. If any employee of the Contractor, in the opinion of the City, is not performing the services in a proper manner, or is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the City, the City shall bring such complaints or concerns to the attention of the Contractor and the Contractor agrees to remedy any such complaint or concern in a timely manner. Until such time as the Contractor takes action to remedy any complaint or concern regarding its employees, the City Representative reserves the right to have such employee removed from its premises and access restricted. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the Contractor. The Contractor shall at all times remain responsible for the control of, and disciplinary action against its own employees. Additionally, the Contractor shall keep time records for each of its employees of hours actually worked.

The Contractor shall ensure that lost, or apparently lost articles, that are found by the Contractor's employees be turned in immediately to the City Representative.

Upon termination or transfer of any employee of the Contractor, the Contractor shall notify the City Representative in writing of such termination or transfer within two (2) business days, and shall immediately obtain and void all identification badges, keys or other items that would allow the terminated or transferred employee to gain access to any City of Covina facility or property.

The Contractor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment or entering into any areas unless required in the performance of the Work.

The Contractor shall establish, implement and maintain procedures and controls to ensure each employee of the Contractor complies with all applicable provisions of the contract and all site rules and practices of the City.

Failure to comply with items in this section may result in a warning for non-performance of the contract.

3.6 SOLICITING

The Contractor may not perform or solicit any work in City facilities or on City property other than the work required to be performed under the contract. The Contractor must establish, implement, and maintain procedures and controls adequate to prevent its employees from performing work under the contract other than the work that required under contract, or soliciting or accepting any gratuities for work performed under the contract.

3.7 LABOR ACTIVITY

The Contractor must be responsible for its own labor relations with any trade or union representative among its employees and must negotiate and be responsible for resolving all of the disputes between itself and its employees or any union representing such employees. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the work, the Contractor must immediately give written notice thereof to the City. No union meetings are permitted on City property.

If any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against the Contractor that results in the curtailment or discontinuation of work provided under the contract, the City may, during that period, employ any means legally permissible to cause the performance of the work.

In the event of a work stoppage by City employees or contractors affecting the site, the Contractor must perform the work required to keep the site in a condition acceptable to the City. In the event of danger to the Contractor's employees, the work must be performed by the Contractor's management and supervisory employees in cooperation with the City's employees.

3.8 CHANGES TO CONTRACT DOCUMENTS

Any changes, additions, deletions, or modifications of any type to the Agreement or General Conditions shall be made only by written Amendment and signed by the Contractor and the City.

The City may from time to time, without invalidating the contract, modify the contract by adding, deleting, or changing any one or all of the following areas to the contract: Landscape and General Outside Maintenance Services, and/or Contract Objective. All such changes shall be ordered by means of a Written Change Order. Any changes in the Compensation to the

Contractor resulting from such Change Orders shall be agreed upon by the City and the Contractor.

3.9 CONTRACTOR'S ACCESS

The City Representative will designate access routes, entrance gates, or doors, parking and storage areas, etc. for use by the Contractor and impose time limitations on the Contractor's access of City facilities in the performance of the work in accordance with the contract. The Contractor must conduct its operations in strict observation of the designated access routes and areas described above. Under no circumstances may the Contractor's employees enter or move upon any area not authorized by the City Representative for access by the Contractor.

The City will give the Contractor's employees reasonable access to City facilities to the extent necessary or appropriate for the Contractor's performance of the work under the contract, subject to the City's safety rules and regulations. The City will arrange for access to City buildings if necessary, including the provision of keys or access cards as required for the Contractor's performance of the work.

3.10 DISCLOSURE OF INFORMATION

The Contractor may not, during or after the term of this contract, disclose any proprietary information or confidential business information of the City, including, but not limited to, its costs, charges, operating procedures, and methods of doing business to any person, firm, corporation, association, other entity, or the general public for any reason or purpose whatsoever without the City's prior written consent. The Contractor must use confidential or proprietary information received by it exclusively in connection with the performance of the work.

The Contractor may not issue, or release for publication, any articles, advertising, or publicity matter relating to the work performed by the Contractor under the contract or mentioning or implying the City's name, without the City's prior written consent.

3.11 KEY CONTROL

The Contractor shall adequately secure the keys, key cards, other entry devices, and codes provided by the City. The Contractor shall maintain a record of the key numbers issued to its employees.

The Contractor shall immediately report any such item which becomes lost, missing or stolen to the City Representative. Should the Contractor lose or have stolen any keys, entry cards, other entry devices or entry codes issued to the Contractor by the City, the cost of changing locks, keys, entry cards, other devices or entry codes to buildings, rooms or areas accessible by the lost or stolen keys will be deducted from the Contractor's invoice to the City for the work performed under this contract.

The Contractor shall physically present all keys, entry cards and other entry devices for verification upon request of the City Representative.

Loss of a building key, or entry card, or any other entry device supplied to the Contractor may result in a verbal warning, and liquidated damages being assessed. The City reserves the right to charge the Contractor to recover costs in rectifying any loss of keys, entry card or any other entry device.

3.12 PERFORMANCE OF THE SERVICES

The Contractor must complete and timely perform all of the services under the contract and provide for all manner and type of tools, equipment, supplies, and materials required to successfully perform the work under this contract.

3.13 CONTRACT DOCUMENTS

The Contractor shall perform all work required under this solicitation and the contract in strict compliance with the requirements of this solicitation and the contract.

The Contractor will be supplied with one (1) copy of the Contract Documents.

3.14 ADDITIONS AND ALTERATIONS

During the course of the contract, new landscaped areas may be developed and may be added to this contract. Contractor will be given no less than fifteen (15) days notice prior to any additions. Payment for maintenance of additional sites shall be considered "Extra Work," and will be compensated in accordance with Section 3.15.

Similarly, certain landscaped areas may be altered in the future, and therefore require less maintenance or a different type of maintenance. For example, select turf areas may be converted to drought tolerant landscapes. In such cases, City and Contractor will discuss any necessary adjustments to the Bid Cost Schedule.

3.15 EXTRA WORK

Extra work may be required as a result of vandalism, accidents, or acts of nature. Further, work may be required in order to add new landscapes or facilities, or to delete or modify existing landscapes or facilities. Extra work shall not be performed without prior approval by the City Representative. Payment for extra work shall be in accordance with the hourly rates and item prices in the Cost Schedule for Extra Work.

The City reserves the right to cause any additional work deemed necessary by the City Representative to be performed by City crews, other contractors, or day labor, and at no cost to the Contractor.

SECTION IV OPERATIONAL SPECIFICATIONS

4.1 WORKING DAY

Contractor shall limit work activities to the hours between 6:00 a.m. and 4:30 p.m., Monday through Friday. Each working day shall conclude with clean-up and securing of the work site(s). Work shall not be performed during the following City-observed holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

The City Representative may grant, on an individual basis, permission to perform contract maintenance during other hours including weekends. Deviation from normal working hours will not be allowed without prior consent of the City Representative.

Exception is made to the work times specified above and the requirement for City consent when it is necessary to barricade and/or remedy a condition posing a hazard to the public or City staff.

In the event of a scheduling conflict, the City may ask Contractor to reschedule maintenance work in order to avoid conflict with any planned activities or events.

4.2 VEHICLES AND EQUIPMENT

Contractor shall provide vehicles and equipment sufficient in number and capacity to efficiently perform the work required. All vehicles and equipment used for work in the City must meet all current California State and federal standards for safety, emission, and noise. All vehicles used by the Contractor shall be registered with the California Department of Motor Vehicles. Contractor's name and professional contractor license number shall be indicated on both sides of all maintenance vehicles, as well as any additional language requested by the City. City reserves the right to inspect all equipment proposed to be used for the work. Contractor shall at no time drive vehicles on turf, medians, or sidewalks for any reason without the prior approval of the City Representative.

4.3 WORK AREA TRAFFIC CONTROL

The Contractor shall be responsible for providing and installing traffic control signs, barricades, delineators, cones, and pedestrian safety devices in accordance with the current California Joint Utility Traffic Control Manual (CJUTCM) published by the California Inter-Utility Coordinating Committee, the Work Area Traffic Control Handbook (WATCH) and the current Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones unless otherwise approved by the City Representative.

The Contractor shall not close any street within the City of Covina without first obtaining the approval of the City Representative. Lane closures shall be restricted to between the hours of 8:30 a.m. and 4:00 p.m.

4.4 INTERFERENCE WITH PUBLIC USE

Contractor shall schedule its operations so as not to interfere with the public's use of the maintained areas. Contractor shall conduct its operations so as to provide maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed. Throughout the course of Work, any areas that present a health or safety hazard shall immediately be barricaded to inform the public and City personnel of potential dangers in that area.

4.5 NOISE CONTROL

Noise generated from the Contractor's operations shall be controlled as specified by City Ordinance. Contractor is responsible for complying with Section 9.40.090 of the Covina Municipal Code, which restricts the use of landscape equipment to the hours of 7:00 a.m. to 8:00 p.m., in or near a residential area. The use of excessively loud warning signals shall be avoided except in those cases required for the protection of personnel.

4.6 STORM WATER POLLUTION PREVENTION

Green waste, debris, sediment, and chemicals must be controlled and prevented from entering storm drains. Contractor shall implement and maintain activity specific Best Management Practices (BMPs) to prevent pollutant loading from stormwater and non-stormwater discharges to receiving waters as required in Part VIII.A.3 (Municipal Employee and Contractor Training) and Part VIII.H.3.d (which also requires compliance with Part VIII.H.3.a and b) of the Municipal NPDES Permit No. CAS004004. Contractor's staff whose primary job duties are related to the implementation of BMPs shall be adequately trained to effectively implement, operate, and maintain such BMPs and must be versed in factors affecting BMP effectiveness. Upon request, Contractor shall certify that all applicable BMP training is provided to staff on an annual basis.

4.7 PROTECTION OF CITY PROPERTY

Contractor shall repair or replace any curb, sidewalk, driveway, fence, wall, irrigation system, sign, utility installation, pavement, structure, or landscaping which is damaged by Contractor's operations. Contractor shall repaint or replace any traffic striping, pavement markings, or curb markings that are damaged or experience reduced reflectivity due to Contractor's operations.

Repairs and replacements shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified by the City. The cost shall be borne by the Contractor for any and all repairs and replacements performed as a result

of damage caused by Contractor's operation.

4.8 WEEKLY MAINTENANCE INSPECTION

Contractor shall perform a weekly maintenance inspection of all maintained areas. An inspection checklist shall be submitted to the City weekly on a form provided by the City. The checklist shall include all items needing improvement and dates for corrective action. Dead or dying plants shall be reported on the checklist, and shall be removed or replaced only after approval by the City. It shall be the Contractor's responsibility to inspect and identify any condition that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. Major conditions shall be reported to the City Representative immediately. Minor conditions shall be corrected by the Contractor, including, but not limited to: removing tree branches that are posing a hazard, filling holes in turf areas and paving, using barricades or traffic cones around hazards, and replacing valve box covers.

4.9 ANNUAL GREEN WASTE REPORT

Contractor shall submit an annual report to the City, identifying the amount of green waste recycled or mulched. The report shall also identify the facilities that accepted green waste material originating in the City. Information may be provided in units of volume (cubic yards) or weight (pounds, tons, etc.). The report shall be due by February 15 of each year, for the preceding calendar year.

SECTION V SCOPE OF WORK

5.1 OVERVIEW

Contractor shall provide maintenance services to specific City-owned sites designated by the City. Contractor's services shall result in a consistently desirable appearance of those sites, per the directives of the City Representative. The sites will include public parks, City facilities, water utility facilities, landscape district zones, parking areas, sports fields, and a network of street medians and traffic islands. Work generally consists of litter removal in hardscape areas, and the general maintenance of turf and landscaped areas.

Specifically, Contractor shall mow, edge, rake, trim, aerate, overseed, fertilize, renovate and dethatch turf areas, adjust/repair irrigation systems, skirt trees, remove sucker growth, provide weed control, disease control, and pest control, hardscape maintenance, sports field maintenance, and remove trash and debris.

Provided in the table below is a listing of City-owned sites to be maintained.

Maintenance Areas		
Site	Address	Estimated Size
City Hall Grounds	125 East College Street	23,500 sq. ft.
Covina Public Library	234 North Second Avenue	27,500 sq. ft.
Police Station	444 North Citrus Avenue	10,000 sq. ft.
Grand Avenue Pump Station	Grand Avenue & East Hurst Street	8,050 sq. ft.
Holt Avenue Pump Station	1401 East Holt Avenue	1,000 sq. ft.
Charter Oak Water Reservoir	701 North Sunflower Avenue	80,000 sq. ft.
Cypress Water Reservoir	1051 East Cypress Street	32,000 sq. ft.
Forestdale Reservoir	285 North Forestdale Avenue	18,000 sq. ft.
Rancho La Merced Reservoir	2081 Rancho La Merced Drive	27,000 sq. ft.
Rancho Simi Reservoir	502 Rancho Simi Drive	58,000 sq. ft.
Roycove Water Reservoir	3001 North Roycove Drive	2,000 sq. ft.
Banna Park	Banna Avenue and Cypress Street	2 acres
Cougar Park	150 West Puente Street	1 acre
Covina Park	301 North Fourth Avenue	10 acres
Edna Park	220 West Edna Place	2 acres
Heritage Plaza Park	400 North Citrus Avenue	2 acres
Hollenbeck Park	1250 North Hollenbeck Avenue	10 acres
Kelby Park	815 North Barranca Avenue	6 acres
Wingate Park	735 North Glendora Avenue	17 acres
Heyler Baseball Field	1100 East Badillo Street	15,700 sq. ft.
Street Median – Badillo Street	Lark Ellen Avenue to Sunflower Avenue (center median, frontage road medians, and tree wells)	149,587 sq. ft.

Street Median – Grand Avenue	Southern City Limit to Arrow Highway	59,000 sq. ft.
Street Median – Azusa Avenue	Grovecenter Street to Arrow Highway	34,700 sq. ft.
Street Median – Rowland Ave.	Western City Limit to Citrus Street	21,524 sq. ft.
Street Median – Citrus Avenue	From RR Tracks to Cypress Street	14,000 sq. ft.
Street Median – Vincent Ave.	San Bernardino Road to Badillo Street	3,225 sq. ft.
Street Median – Workman St.	Barranca Avenue to Dead End on East Side	17,140 sq. ft.
Traffic Island – Glendora Ave.	Glendora Avenue/Wannamaker Drive Island	3,700 sq. ft.
Banna Wash	Glendora Avenue to Cypress Street/Bonnie Cove (trim access road landscape)	47,150 sq. ft.
Covina Hills Road	Grand Avenue to Heffner Hill Road (trim roadside landscape)	2,500 sq. ft.
Puente Street	Eastern City Limit to 1901 Puente Street (trim roadside landscape)	7,300 sq. ft.
Reeder Avenue	Old Badillo Street to Puente Street (trim roadside landscape)	8,000 sq. ft.
Rancho Grande Drive	East 1900 Block (trim roadside hedge)	6,500 sq. ft.
Wannamaker Drive	Wannamaker Drive/Dodsworth Avenue (trim dead end landscape)	275 sq. ft.
Landscape District Zone 1	Jalapa Park – Village Oaks Drive & Garvey Avenue North	2 acres
	Three Oaks Park – Center Court Drive & Village Oaks Drive	1 acre
Landscape District Zone 2	Entrances to Arrow Grand Circle off of Arrow Highway	800 sq. ft.
	North side of Cienega Street, between Grand Avenue and Barranca Avenue	74,000 sq. ft.
Landscape District Zone 5	Parkways on Azusa Avenue between Arrow Highway and Badillo Street	37,000 sq. ft.
Landscape District Zone 6	Parkways surrounding Dalton Place Development – Banna Avenue/Clover Place/Kidder Avenue	6,513 sq. ft.
Landscape District Zone 7	Citrus Avenue Street Medians – Between Covina Blvd. and Tudor Street	1,200 sq. ft.
Landscape District Zone 13 (future)	Parkways surrounding Covina Bowl Development – 1060 West San Bernardino Road	7,800 sq. ft.
Landscape District Zone 14 (future)	Parkways surrounding Zest Development – 707 North Barranca Street	700 sq. ft.
Parking Facilities	Metrolink Rail Station & Lot – 600 North Citrus Avenue	90,000 sq. ft.
	Metrolink Parking Structure – 559 North Citrus Avenue	198,000 sq. ft.

5.2 LITTER AND DEBRIS REMOVAL

Litter control and cleaning of the paved areas, planting areas, parks, medians and traffic islands shall be performed in sufficient frequency, but not less than weekly. Contractor shall be responsible for the off-site removal of all debris, green waste, trash, and other materials resulting from all maintenance operations. Onsite trash receptacles intended for facility and/or public use shall not be used by the Contractor. Refuse material may be delivered by Contractor to the City's Public Works Maintenance Yard for disposal. Green waste material shall be recycled by Contractor.

The Contractor shall remove all debris and litter from around the base of trees, planting areas, raised planters and pots, roses and turf areas every time each site is maintained. All plant clippings shall be collected after each mowing or trimming operation, and recycled or beneficially reused.

At no time shall the Contractor blow grass cuttings/debris into public streets, trails, or gutters without promptly removing the cuttings and/or debris and disposing of it off-site. At no time shall the contractor blow grass cuttings/debris into storm drains or catch basins. All walkways shall be kept clean and clear of debris and weed growth between cracks. Contractor will keep paved areas free of algae where constant runoff occurs.

Contractor shall also be responsible for removing all litter, beverage containers, paper, plastic, cardboard, pet waste, fallen branches, tree leaves, flyers, decorations, and advertisements from all maintained areas. Such material may be delivered to the City's Public Works Maintenance Yard for disposal.

5.3 SWEEPING

All hardscapes located within the maintained areas shall be cleaned and swept regularly. Cleaning and sweeping includes the removal of foreign objects, gum and broken glass. Any cracks, crevices, or deterioration discovered during sweeping that may cause a safety hazard shall be reported to the City Representative by the end of the work day in which the hazard was observed.

5.4 GRAFFITI

Contractor will not be responsible for graffiti abatement. However, Contractor shall inspect all hardscape, masonry, wood, and metal surfaces, as well as playground equipment, picnic tables and benches for graffiti. Any incidents of graffiti discovered by Contractor shall be reported to the City Representative by the end of the work day in which it was observed.

5.5 USE OF CHEMICALS

Established State and County regulations, restrictions, and safety precautions relative to the purchase and use of landscape chemicals must be observed by Contractor. Contractor must also adhere to the City's Integrated Pest Management requirements.

Obtaining permits for use of pesticides is the responsibility of the Contractor and shall be secured from the Los Angeles County Agricultural Commissioner. This permit shall be retained in the Contractor's file and a copy provided to the City Representative. Chemicals shall only be applied under the supervision of persons possessing a valid Applicator's Certificate.

Contractor shall submit a list of all chemical herbicides and pesticides proposed for use under this contract for approval by the City. The list shall be submitted to the City Representative within thirty (30) days of contract award. Materials included on this list shall be limited to chemicals approved by the State of California Department of Agriculture and shall include the exact brand name and generic formulation. The use of any chemical on the list shall be based on the recommendation of a Licensed Pest Control Advisor who is registered in Los Angeles County.

Chemicals shall be applied to limit drift to six inches (6"). When applying pre and post emergence and turf broadleaf herbicides, indicator dye must be used in the tank mix.

Contractor shall be responsible for posting all required notices informing the public of the chemical application. All notices shall be in accordance with Chemical Product Labels and Department of Agriculture Regulations.

A chemical application schedule will be established and submitted to the City Representative for review and approval. The City Representative may alter the schedule in consideration of any community programs or services that take place in City parks. A monthly report shall be submitted by Contractor and shall include a statement of all applications of herbicides and pesticides detailing the chemical used, quantity, rate of application, area in which used and the purpose of the application.

5.6 TURF MOWING

Mowing shall be done weekly from April through October, and every other week from November through March. Turf shall be maintained at a minimum height of two inches (2") during warm season, and one and a half inches (1.5") during cool season. Mowing shall occur on the same day each week. All mowing missed due to inclement weather or City events shall be rescheduled and completed within two (2) workdays. If inclement weather persists in excess of two consecutive days in any given week, the City Representative will determine an alternative mowing schedule for that week.

Clippings shall not be captured and removed from lawn unless they are unsightly or have the potential to run off onto adjacent ground. After mowing is completed, all adjacent hardscape areas are to be cleaned immediately.

Mowing equipment shall be operated at a reduced speed in order to ensure the safety of patrons utilizing public facilities. Operating speed shall never exceed ten (10) miles per hour.

5.7 TURF EDGING

All turf grass borders shall be neatly and uniformly edged or trimmed concurrently with every mowing. This shall apply to the edge of grass along sidewalks, curbs, shrub and flowerbeds, driveways, other hardscape, and walls. Additionally, the edge of the turf shall be trimmed around sprinkler heads, valve boxes, meter boxes, backflow devices, or any structures located within the turf areas using mechanical or hand methods. After edging is completed, all adjacent hardscape areas are to be cleaned immediately.

5.8 TURF AERATION

Frequency of turf aeration shall be twice per year, on a schedule agreed upon by Contractor and City. The Contractor shall aerify the turf with a hollow core tine aerifier. The contractor shall remove debris generated by aerifying the turf and shall break up all plugs and work them into the soil.

5.9 OVERSEEDING

All turf areas shall be reseeded as directed by the City Representative, in order to improve density or repair bare areas. Overseeding shall occur at a time of year that is most suitable for the grass type. All areas to be reseeded shall be verticut to remove all thatch and to provide a rough seedbed suitable for seeding. Once the seed has been applied, seed will be covered with finish mulch (or an alternative topping approved by the City Representative) to prevent erosion. Mulch will be provided by the City. Contractor will be required to request an adjustment to the irrigation schedule in order to ensure adequate moisture to guarantee 100% germination. When requesting an adjustment to the irrigation schedule, Contractor will take into consideration all local and State water conservation guidelines and prevent water waste.

5.10 FERTILIZING TURF

A fertilization schedule will be established and submitted to the City Representative for review and approval. Fertilization of turf areas shall occur up to three (3) times per year, in order to maintain the turf in an actively growing and healthy condition. All areas fertilized shall be thoroughly soaked with water immediately after the fertilizer is broadcast. Per applicable BMPs, fertilizer may not be applied prior to a wet weather event.

5.11 FERTILIZING SHRUBS, GROUND COVERS, ROSES, AND FLOWER BEDS

A fertilization schedule will be established and submitted to the City Representative for review and approval. Fertilization shall occur up to three (3) times per year. The schedule should indicate the type and quantity of fertilizer required for each type of plant material, both new and mature. The appropriate level of irrigation shall be applied after the fertilizer is broadcast. Per applicable BMPs, fertilizer may not be applied prior to a wet weather event.

5.12 TREE WELL MAINTENANCE

Contractor shall create and maintain tree wells for all trees planted in turf, planters, parkways, medians, and traffic islands. Contractor shall clear all vegetation around tree trunks and maintain a mulch depth of at least three inches (3"). Mulch will be provided by the City. Vegetation shall be cleared according to the following specifications:

- Trees located in turfs and parkways – clear a three foot (3') diameter from trunk
- Trees located in planters, medians, and traffic islands – clear a one foot (1') diameter from trunk

5.13 TREE MAINTENANCE

All tree pruning, trimming, pesticide treatments, removals, and new plantings will be performed by the City's tree maintenance contractor (except for the areas identified in sections 5.26 and 5.27). However, Contractor shall include in its weekly maintenance inspection checklist any tree that shows signs of root heaving, leaning, hanger limbs, or other hazards.

5.14 VINE MAINTENANCE

Vines are to be trimmed closely to the wall or fence onto which they are attached. Vines that are not already growing over the top of a wall/fence shall not be allowed to grow over the top. During trimming, Contractor shall not allow clippings to fall onto the opposite side of the wall/fence or onto adjacent properties.

5.15 MAINTENANCE OF PLANTERS

All landscaped planting areas shall be pruned regularly, and plants shall not encroach upon sidewalks, walls, medians, curbs, or other permanent improvements. Plant material shall at all times be free of dead wood, suckers, and diseased, insect infested, or damaged limbs. There shall be no rounding or squaring off of plant material. Blooms shall be pruned off as blooms fade. Plant material shall be pruned so that all traffic control signs and railroad crossings are clearly visible to approaching vehicles.

Ivy ground cover shall be kept trimmed at a minimum of one foot (1') away from shrubs and tree trunks at all times.

All drought tolerant plantings, including ground covers, in medians and landscaped areas shall be pruned to maintain a natural shape and appearance. All drought tolerant plants shall be selectively hand pruned to reduce the height and width of the plants and to remove all spent stalks and flowers.

All roses shall be pruned during the month of February to the height of sixteen to eighteen inches (16" to 18"). Pruning shall include the removal of dead wood and spindly shoots. The

method of pruning shall be sufficient and proper in technique to promote a new season of blooms. The use of power shears is not permitted when pruning roses.

When dealing with diseased plants, pruning tools shall be disinfected as prescribed for the disease involved.

5.16 MAINTENANCE OF MEDIANS

Plants in median and traffic islands shall be controlled for vehicle and pedestrian safety by keeping them behind curbs, and the maximum height of all shrubs and ground covers shall be approximately two and a half feet (2.5') above the roadway. Plants and trees shall not create any line of sight issues on City roads. Mulch on the inside curb trench of a median shall be kept slightly below the height of the median curb, in order to prevent mulch from spilling onto the roadway. Medians shall be free of dead plant material, weeds, and debris. Due to traffic safety concerns and high visibility to the public, all medians shall be maintained to the desired appearance of the City Representative at all times.

5.17 DETHATCHING

Dethatching will occur once per year, on a schedule agreed upon by Contractor and City. Dethatching shall be accomplished by the use of a dethatching implement or vertical mower machine. All thatch and debris shall be collected and disposed of off-site or pulverized prior to the end of each work day.

5.18 WEED CONTROL

A regular program of pre-emergent chemical application shall be used to control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary. Chemical control of broadleaf weeds shall be employed as often as necessary to maintain turf areas in a "weed free" condition. All planters, buffer zones, sidewalks, walkways, driveways, walking trails, medians, traffic islands, and tree wells within the maintained areas shall be kept weed free at all times. Weeds and grass growing in and around sidewalks, curbs, and gutters adjacent to the maintained areas shall also be removed.

Any application of chemicals shall be performed in accordance with Section 5.7.

5.19 MULCHING

Contractor shall cultivate around all plant material sufficiently and often enough to control weed growth and maintain existing irrigation and drainage ditches. Contractor shall be responsible for maintaining a mulch depth of no less than three inches (3") in all bare soil areas within shrub beds and tree wells. Mulch will be provided by the City.

5.20 PLANT AND TURF REPLACEMENT

Plants or turf that are in a state of decline or are dead shall be identified on the weekly maintenance inspection checklist. Replacement plants or turf shall be purchased by the City,

unless the loss was due to negligence of the Contractor. Installation of replacement plants or turf shall be performed by Contractor as needed and as directed by the City.

5.21 PICNIC AREA MAINTENANCE

Contractor shall maintain all park picnic areas. On a daily basis, picnic tables, slabs, benches, cooking grills, sinks, and trash receptacles shall be cleaned and sanitized to ensure safe conditions for use by the public. Ashes, partially burned charcoal, litter, and leftover food in and around picnic areas shall be removed daily.

Picnic tables and benches shall be checked for graffiti, carvings, looseness of planks or braces, cleanliness, and general need for repair. Observations in need of attention shall be included on the weekly maintenance inspection checklist.

5.22 PARK TRASH CONTAINERS

Contractor shall empty all trash containers located within City parks each Monday and replace liners. Prior to replacement of the plastic liners, each trash container shall be inspected for debris and offensive odors, then cleaned and sanitized as needed. If insect infestations are noted, pest control measures shall be undertaken by the Contractor. Trash shall be deposited in on-site dumpsters. If on-site dumpsters do not exist, refuse should be disposed off-site as described in Section 5.2. Liners shall be provided by Contractor. Contractor is to use liners that are adequately sized for the park trash containers. These provisions are applicable to the following City parks:

- Banna Park – Banna Avenue and Cypress Street
- Cougar Park – 150 West Puente Street
- Covina Park – 301 North Fourth Avenue
- Edna Park – 220 West Edna Place
- Heritage Plaza Park – 400 North Citrus Avenue
- Hollenbeck Park – 1250 North Hollenbeck Avenue
- Wingate Park – 735 North Glendora Avenue
- Kelby Park - 815 North Barranca Avenue

5.23 DRINKING FOUNTAIN MAINTENANCE

Public drinking fountains shall be cleaned, sanitized, dried, free of hard water deposits, and polished on a weekly basis. Contractor shall perform minor repairs as needed, such as clearing clogged drains or tightening fixtures to stop leaks. For fixtures found to be leaking and not immediately repairable, the water valve shall be turned off by Contractor, and the leak shall be included on the weekly maintenance inspection checklist. The City shall be responsible for major repairs or replacement of drinking fountains and fixtures.

5.24 SPORTS FIELDS

Contractor shall provide inspection and maintenance for one (1) baseball field. Only the brickdust baseball diamond, team area, and spectator area shall be maintained by Contractor. All surrounding grass areas will not be the responsibility of Contractor.

Contractor shall inspect the baseball field on a daily basis, Monday through Friday, and report any potential hazards to the City Representative by the end of the work day in which the hazard was observed.

Contractor shall also remove litter and empty all trash containers on a daily basis, Monday through Friday. Prior to replacement of the plastic liners, each trash container shall be inspected for debris and offensive odors, then cleaned and sanitized as needed. If insect infestations are noted, pest control measures shall be undertaken by the Contractor. Liners shall be provided by Contractor. Refuse should be disposed off-site as described in Section 5.2.

All weeds within the brickdust area shall be removed as needed.

At least once every three months, drag loose brickdust from high spots back into low spots or worn areas in order to create a level playing surface. Pay special attention to and correct loose brickdust on base running paths, sliding zones, bases, pitcher's mound, and turf edges. Fill remaining low spots with new brickdust and water sufficiently. Allow surface to settle before play on field resumes. Brickdust will be provided by the City.

These provisions are applicable to the following baseball field:

- Heyler Baseball Field – 1100 East Badillo Street

5.25 CITY HALL FEATURES

City Hall is located at 125 East College Street. A decorative water feature exists in the City Hall courtyard. Contractor will notify City Representative immediately if the fountain is shut off or if incidents of vandalism have occurred.

All City Hall exterior light fixtures, bollards, and glass are to be wiped and cleaned weekly.

5.26 CITY-OWNED PARKING LOTS

Contractor shall trim all trees located within select parking lots once per month. Contractor shall maintain all paved areas free of litter and debris. Contractor shall also empty all trash containers located within the parking lots as needed and replace liners. Prior to replacement of the plastic liners, each trash container shall be inspected for debris and offensive odors, then cleaned and sanitized as needed. If insect infestations are noted, pest control measures shall be undertaken by the Contractor. Liners shall be provided by Contractor. Contractor is to use liners that are adequately sized for the trash containers. Trash shall be deposited in on-site dumpsters. If on-

site dumpsters do not exist, refuse should be disposed off-site as described in Section 5.2. These provisions are applicable to the following parking lots:

- Metrolink Rail Station & Lot – 600 North Citrus Avenue
- Metrolink Parking Structure – 559 North Citrus Avenue

5.27 WATER UTILITY FACILITIES

Contractor shall provide maintenance for the City's water utility facilities once per month. Trees and shrubs shall be trimmed, grass shall be mowed, brush shall be cleared from hillsides for fire prevention, and paved areas shall be swept or blown. These provisions are applicable to the following water utility facilities:

- Grand Avenue Pump Station – Grand Avenue & East Hurst Street
- Holt Avenue Pump Station – 1401 East Holt Avenue
- Charter Oak Water Reservoir – 701 North Sunflower Avenue
- Cypress Water Reservoir – 1051 East Cypress Street
- Forestdale Reservoir – 285 North Forestdale Avenue
- Rancho La Merced Reservoir – 2081 Rancho La Merced Drive
- Rancho Simi Reservoir – 502 Rancho Simi Drive
- Roycove Water Reservoir – 3001 North Roycove Drive

5.28 MISCELLANEOUS AREAS

Contractor shall clear any brush, weeds, and debris from select miscellaneous areas. Contractor shall also trim trees and remove all lower branches to a height of thirteen feet (13'). Such maintenance shall occur two (2) times per year, on a schedule agreed upon by Contractor and City. These provisions are applicable to the following miscellaneous areas:

- Banna Wash – Glendora Avenue to Cypress Street
- Covina Hills Road – Grand Avenue to Heffner Hill Road
- Puente Street – City Limit to 1901 Puente Street
- Reeder Avenue – Old Badillo Street to Puente Street
- Rancho Grande Drive – East 1900 Block
- Wannamaker Drive/Dodsworth Avenue – Dead End